

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protection One Alarm Monitoring, Inc.		04/18/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bear Stearns Corporate Lending Inc.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2091397	24 HOUR ALARM SERVICES PROTECTION ONE	
Registration Number:	2746660	BECAUSE YOUR WORLD IS WORTH PROTECTING	
Registration Number:	2340067	CAPITAL ADVANTAGE	
Registration Number:	1414553	CHILD SEEKERS	
Registration Number:	2296248	D DYNA CARE HOME SECURITY	
Registration Number:	1397946	D DYNAMARK SECURITY CENTERS "NATIONALLY KNOWN, LOCALLY OWNED"	
Registration Number:	1335309	D DYNAMARK SECURITY CENTERS	
Registration Number:	1335868	D DYNAWATCH	
Registration Number:	2115187	DYNAMARK	
Registration Number:	1579938	DYNAMARK	
Registration Number:	1335943	DYNAMARK D DAN	
Registration Number:	1761698	DYNAMARK SECURITY CENTERS "WE PROTECT AMERICA"	
Registration Number:	1942795	DYNAWATCH	

OP \$840.00 2091397

900025930

TRADEMARK
 REEL: 003097 FRAME: 0436

Registration Number:	2842793	HOME COMPANION
Registration Number:	2746659	IS YOUR SIGN UP YET?
Registration Number:	2792649	OUR BUSINESS IS PROTECTING YOUR BUSINESS
Registration Number:	2113360	POWERCALL
Registration Number:	1880917	POWERCALL
Registration Number:	2610637	POWERCALL FROM PROTECTIONONE
Registration Number:	2746730	PROTECTING YOUR BUSINESS IS OUR BUSINESS
Registration Number:	1686181	PROTECTION ONE
Registration Number:	1541841	PROTECTION ONE
Registration Number:	2801215	SECURECELL
Registration Number:	2874087	SECUREMOVE
Registration Number:	2829717	SECURETOUCH
Registration Number:	2072983	THE PROTECTOR
Registration Number:	2605809	THE VOICE OF SECURITY
Registration Number:	2849961	WE PROTECT AMERICA
Serial Number:	78513148	PRIMECELL
Serial Number:	78564827	PROTECTION ONE
Serial Number:	78528994	RESPONSE ONE
Serial Number:	78524611	TRISECURE MONITORING
Registration Number:	2204871	SECURITY HOLDINGS INC.

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Julie L. Dalke

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	06/06/2005

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of April 18, 2005, by **PROTECTION ONE ALARM MONITORING, INC.** (the "Grantor"), in favor of **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Credit Agreement dated as of April 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, PROTECTION ONE ALARM MONITORING, INC., (the "Borrower"), has entered into a Credit Agreement, dated as of April 18, 2005, with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), **BEAR, STEARNS & CO. INC.** and **LEHMAN BROTHERS INC.**, as joint lead arrangers and joint bookrunners (in such capacity, collectively, the "Lead Arrangers"), **LEHMAN COMMERCIAL PAPER INC.**, as syndication agent (in such capacity, the "Syndication Agent"), **HARRIS NESBITT FINANCING, INC.**, as co-documentation agent, **LASALLE BANK NATIONAL ASSOCIATION**, as co-documentation agent and **U.S. BANK NATIONAL ASSOCIATION**, as co-documentation agent (in such capacity, the "Co-Documentation Agents"), and **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower and Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 18, 2005, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Guarantee and Collateral Agreement and the Credit Agreement and, in the event of an inconsistency among them, the Credit Agreement shall control over the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement shall control over this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or group of countries or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto (including those listed on Schedule I hereto), and (ii) the right to obtain all renewals thereof;

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(2) LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, or (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder; and (ii) the security interest granted hereby (A) shall attach at all times to all Proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the condition described in clause (i).

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as

if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 4. APPLICABLE LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

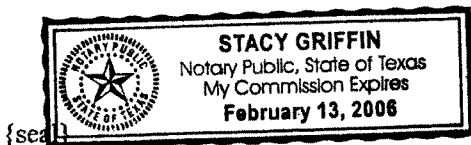
**PROTECTION ONE ALARM MONITORING,
INC.**

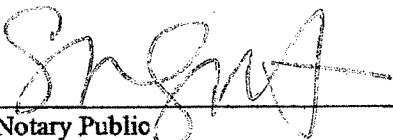
By: 
Name: Stacy Griffin
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Dallas) ss.

Stacy Griffin On this 16th day of April __, 2005 before me personally appeared Stacy Griffin proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

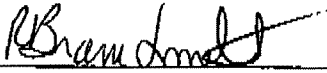



Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

Accepted and Agreed:

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: 
Name:
Title: Richard Bram Smith
Vice President

POAMI TRADEMARK SECURITY AGREEMENT


TRADEMARK
REEL: 003097 FRAME: 0443

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



U.S. State Trademark Registration








U.S. State Trademark Registration		
Mark	Reg. No.	Reg. Date
PROTECTION ONE	n/a	October 21, 1988



U.S. Trademark Applications

Pending U.S. Federal Trademark Applications		
Mark	Serial No.	Filing Date
PRIMECELL	78513148	November 8, 2004
PROTECTION ONE design 	78564827	February 10, 2005
RESPONSE ONE	78528994	December 8, 2004
TRISECURE MONITORING	78524611	November 30, 2004



U.S. Trademark Registrations

U.S. Federal Trademark Registrations Protection One Alarm Monitoring, Inc.		
Mark	Reg. No.	Reg. Date
24 HOUR ALARM SERVICES PROTECTION ONE design 	2091397	August 26, 1997
BECAUSE YOUR WORLD IS WORTH PROTECTING	2746660	August 5, 2003
CAPITAL ADVANTAGE design 	2340067	April 11, 2000

U.S. Federal Trademark Registrations Protection One Alarm Monitoring, Inc.		
Mark	Reg. No.	Reg. Date
CHILD SEEKERS design 	1414553	October 21, 1986
D DYNA CARE HOME SECURITY design 	2296248	November 30, 1999
D DYNAMARK SECURITY CENTERS "NATIONALLY KNOWN, LOCALLY OWNED" design 	1397946	June 17, 1986
D DYNAMARK SECURITY CENTERS design 	1335309	May 14, 1985
D DYNAWATCH design 	1335868	May 14, 1985
DYNAMARK	2115187	November 25, 1997
DYNAMARK	1579938	January 30, 1990
DYNAMARK D DAN design 	1335943	May 14, 1985
DYNAMARK SECURITY CENTERS "WE PROTECT AMERICA" design 	1761698	March 30, 1993
DYNAWATCH	1942795	December 19, 1995
HOME COMPANION	2842793	May 18, 2004
IS YOUR SIGN UP YET?	2746659	August 5, 2003
OUR BUSINESS IS PROTECTING YOUR BUSINESS	2792649	December 9, 2003
POWERCALL	2113360	November 18, 1997
POWERCALL	1880917	February 28, 1995

U.S. Federal Trademark Registrations Protection One Alarm Monitoring, Inc.		
Mark	Reg. No.	Reg. Date
POWERCALL FROM PROTECTIONONE design 	2610637	August 20, 2002
PROTECTING YOUR BUSINESS IS OUR BUSINESS	2746730	August 5, 2003
PROTECTION ONE	1686181	May 12, 1992
PROTECTION ONE	1541841	May 30, 1989
SECURECELL	2801215	December 30, 2003
SECUREMOVE	2874087	August 17, 2004
SECURETOUCH	2829717	April 6, 2004
SECURITY HOLDINGS INC. design 	2204871	November 24, 1998
THE PROTECTOR	2072983	June 24, 1997
THE VOICE OF SECURITY	2605809	August 6, 2002
WE PROTECT AMERICA	2849961	June 8, 2004

Non-U.S. Trademark Registrations

Foreign Trademark Registrations			
Country	Mark	Reg. No.	Reg. Date
Canada	PROTECTION ONE	TMA388677	September 6, 1991
Community Trademarks	PROTECTION ONE design 	914291	May 29, 2000
Switzerland	PROTECTION ONE design 	466723	April 12, 1999